

Approved For Release 2002/06/13 : CIA-RDP81B00878R000300010037-3

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Page 1 of 2

15 March 1956

CONFIDENTIAL  
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RECLASSIFIED  
DECLASSIFIED TO TS S (C) 2011  
EYES REVIEW DATE  
DATE HU TO-2  
DATE 10/11/81 EYES REVIEW: 037169

The company has completed negotiations with the Special Aircraft Project Office, Hq. AMC, the cognizant office for our single largest military contract which currently absorbs 63% of the company's overhead applicable to military contracts, for the inclusion of a General Research Clause which reads substantially as follows:

Part First - It is understood and mutually agreed between the government and the company that the cost of company sponsored General Research projects will be recognized as a part of General and Administrative expense under this contract and will be reimbursed on an allocable basis when approved by the Contracting Officer.

Part Second - In consideration of the allowability of these costs, the company agrees that any invention developed under any such General Research project, the cost of which is borne wholly or in part by the government, shall be considered to be a "subject invention" within the meaning of the Patent Rights Clause of this contract. Any amounts received from any commercial exploitation of such invention shall not be credited in whole or in part to the government through overhead or otherwise.

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CMCC Doc. No. 151X5.9

Copy 1 of 2

Page 2 of 2

Part Third - Notwithstanding the foregoing, it is agreed that this Supplemental Agreement provides for no increase in the dollar amount allotted under the contract for costs or fixed fee.

For the overhead period ending 31 December 1955, the total sum of money for General Research which will be distributed to contracts other than the largest military contract, which is being administered by the AMC Special Aircraft Project Office, will not exceed \$ 18,000.00. Accordingly, the amount distributed to your contract for this period should not exceed

25X1A

For the overhead period ending 31 December 1956, the company estimates that the total General Research cost should not exceed the sum of \$ 200,000.00; and Contract A-101 participation in the G and A pool for 1956 should not exceed

25X1A

We are requesting, through the Air Force Resident Administrative Contract Officer, to each procuring Contract Officer under our present contracts, approval for the inclusion of the General Research Clause in the current contracts. The Resident Air Force Administrative Contract Officer is recommending the inclusion of such a clause to the respective Contract Officers. Such approval is necessary in order to distribute the General Research costs from the military overhead pool. Since we are attempting to complete negotiation and approval on all our 1955 overhead claims, we would appreciate your prompt consideration of the inclusion of the Research Clause in Contract A-101.

Sincerely,

*Burt*

Burt

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Larry -  
John -

add'd to sent letter re: consideration  
and allowing this item

Geo  
4/3/56

CMCC Doc. No. 151X5.32

Copy 1 of 2

Page 1 of 1

DOCUMENT NO. \_\_\_\_\_  
CLASSIFICATION \_\_\_\_\_  
DATE OF REVIEW \_\_\_\_\_  
REVIEWED BY TS S (C) Roll  
REVIEWED BY \_\_\_\_\_  
DATE OF REVIEW \_\_\_\_\_  
REVIEWED BY \_\_\_\_\_

April 3, 1956

Dear George:

The enclosed letter verifies the terms of  
the General Research Clause included in the company's  
largest military contract. It may be useful to you in  
your consideration of the inclusion of such a clause in  
Contract A-101.

Sincerely,

Bob

Bob

Enclosure:

AMC letter dated  
23 March 1956

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5242/A  
1**AIR MATERIEL COMMAND**  
**Ballistic Missiles Office**P.O. Box 242  
INGLEWOOD, CALIFORNIA

23 March 1956

Document No. \_\_\_\_\_  
Review of this document by CIA has  
determined that

- ☒ CIA has no objection to declass  
☐ If possible, classification of CIA  
 information must remain  
 classified: TS S C  
 Authority: HR 70-2

☐ It contains nothing of CIA interest  
 Date 16/11/91 Reviewer 37169

**SUBJECT:** Inclusion of General Research Clause  
 The Ramo-Wooldridge Corporation

**TO SPEED DELIVERY  
 OF YOUR REPLY, PLEASE  
 ADDRESS COMMUNI-  
 CATION TO ATTENTION OF**

MCPT

**TO:** The Ramo-Wooldridge Corporation  
 Attn:

5730 Arbor Vitae Street  
 Los Angeles 45, California

1. It is understood that The Ramo-Wooldridge Corporation have requested the procuring agencies for the inclusion of a General Research Clause in certain contracts being performed in the Communication Division.

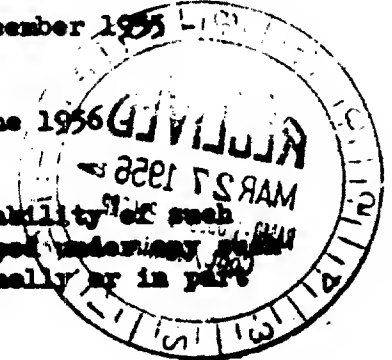
2. This is to confirm that this office has completed negotiations with the contractor for the inclusion by supplemental agreement to Contract AF18(600)-1190, being the largest military contract of The Ramo-Wooldridge Corporation. For your information the General Research Clause which has been approved by this office is as follows:

Part First - "It is understood and mutually agreed between the Government and the Contractor that the cost of company sponsored general research projects, which shall include applicable direct and indirect costs, will be recognized as a part of overhead under this contract and reimbursed on an allocable basis when approved by the Contracting Officer. In no event will there be included in overhead for the purposes of allocation more than the estimated amounts stipulated within the periods outlined below:

"1. The period 1 January 1955 through 31 December 1955  
 \$100,000.00.

"2. The period 1 January 1956 through 30 June 1956  
 \$50,000.00"

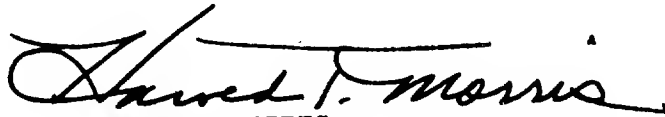
Part Second - "In consideration of the allowability of such costs, the contractor agrees that any invention developed under any general research project, the cost of which is borne wholly or in part



MCPT Subj: Inclusion of General Research Clause - The Ramo-Wooldridge Corp.

"by the Government, shall be considered to be a 'subject invention' within the meaning of the Patent Rights clause of this contract. Any amounts received from any commercial exploitation of such invention shall not be credited in whole or in part to the Government through overhead or otherwise."

Part Third - "Notwithstanding the foregoing, it is agreed that this supplemental agreement constitutes no increase in the estimated cost or fixed fee."



HAROLD T. MORRIS

Colonel, USAF

Asst Deputy Director for Ballistic Missiles  
Directorate of Procurement and Production